JOINT WRONGDOERS — CONTRIBUTION. — In a common-law action against the present plaintiff, X had recovered full damage for a collision in which both the plaintiff's vessel and the defendant vessel were at fault. The plaintiff libelled the defendant vessel in a court of admiralty for contribution. *Held*, that it can recover. *The Ira M. Hedges*, 218 U. S. 271.

To the general rule that the doctrine of contribution applies where there is joint liability, there is an exception when the parties are wilful tortfeasors. *Merryweather* v. *Nixan*, 8 T. R. 186. There is no such exception, however, where the party seeking contribution is only technically a wrongdoer and not really blameworthy; for example, a master vicariously liable for the torts actually committed by his servant. Thus, if there are several masters of the one servant and one pays the damages, he can get contribution from the others. *Wooley* v. *Batte*, 2 C. & P. 417. A relation of master and servant exists between those who operate a vessel and its owner or charterer, and the same reasoning applies to the liability of the ship itself. The principal case might also be supported on the well-established admiralty rule for division of loss when both ships are at fault, regarding the damages paid to X as a part of the loss. See *Nashua, etc. Co.* v. *Railroad*, 62 N. H. 159.

LEGACIES AND DEVISES — PAYMENT — INTEREST BY WAY OF MAINTENANCE. — A father bequeathed £15,000 to each of his sons living at his death who should attain the age of twenty-five, and a further similar legacy on their reaching thirty. *Held*, that the legacies do not bear interest. *In re Abrahams*, 55 Sol. J. 46 (Eng., Ch. Div., Nov. 3, 1910).

Contingent legacies and legacies vested but payable at a future date carry no interest until payable. *Heath* v. *Perry*, 3 Atk. 101. An exception arises on bequests of this kind to an infant child; for the court "will not presume the father . . . so unnatural as to leave a child destitute" meanwhile, and accordingly will allow interest as maintenance from the testator's decease. *Incledon* v. *Northcote*, 3 Atk. 430. This, however, is a matter of presumed intention and not a vested right. *In re George*, 5 Ch. D. 837. See *In re Bowlby*, [1904] 2 Ch. 685, 706. Thus it is defeated by a separate provision for maintenance. *Wynch* v. *Wynch*, 1 Cox Ch. 433. But no case is found where a legacy from parent to child, unaccompanied by distinct maintenance, which is to vest or be paid after the legatee reaches twenty-one or marries, has been held to carry interest; and the Chancery Division have wisely refused to shelter such within the exception. An intermediate provision for maintenance is fairly to be implied where fatherly solicitude postpones the fund only until the age of majority and of discretion; but no such implication arises in gifts to men at thirty.

MALICIOUS PROSECUTION — BASIS OF ACTION — MALICIOUS PROCURING OF INJUNCTION. — The defendant maliciously and without probable cause procured an order restraining the plaintiff from selling certain property, as a result of which the plaintiff lost the sale. The plaintiff brought an action for malicious prosecution. *Held*, that he can recover. *Kryszke* v. *Kamin*, 128 N. W. 190 (Mich.).

Although the statute of Marlbridge, which gave full costs against a plaintiff *pro falso clamore*, restricted in large measure the ancient common-law right of action for the malicious prosecution of any civil suit, yet an action could always be maintained when a civil proceeding was maliciously prosecuted and caused some special damage to person or property, beyond the ordinary costs of defense. *Goslin* v. *Wilcock*, 2 Wils. K. B. 302; *Redway* v. *McAndrew*, L. R. 9 Q. B. 74. See *Savill* v. *Roberts*, 12 Mod. 208. Hence the decision in the principal case marks no departure from well settled principles. *Mitchell* v. *Southwestern R. R.*, 75 Ga. 398; *Newark Coal Co.* v. *Upson*, 40 Oh. St. 17.

A fortiori the action lies in those numerous jurisdictions of this country where, in accordance with the so-called American rule, an action lies for the malicious prosecution of a civil suit, where no special damage ensues. *Closson* v. *Staples*, 42 Vt. 209. That this old common-law right of action is distinct from the remedy on the injunction bond, is clear both on principle and authority. The former arises *ex delicto*, whereas the latter is dependent solely upon the terms of the contract and the amount of recovery is limited thereby. *Anderson* v. *Provident Life & Trust Co.*, 26 Wash. 192; *Lawton* v. *Green*, 64 N. Y. 326. *Contra*, *Gorton* v. *Brown*, 27 Ill. 489. But see *Crate* v. *Kohlsaat*, 44 Ill. App. 460.

MANDAMUS — ACTS SUBJECT TO MANDAMUS — ELECTION OF OFFICER AT WILL, WHEN OFFICE IS OCCUPIED. — A board of justices had the duty of electing a clerk, removable at its pleasure. Certain ineligible justices voted, converting what would otherwise have been a tie between A and B into a plurality for A, and A entered upon the office. B applied for a writ of *quo warranto* against A and *mandamus* against the justices, requiring them to elect a clerk. *Held*, (1) that the writ of *quo warranto* should not issue; (2) that the writ of *mandamus* should issue. *The King* (*Roycroft*) v. *Justices of Schull, etc.*, [1910] 2 Ir. 601. See NOTES, p. 313.

MECHANICS' LIENS — EFFECT OF STOP NOTICE WHEN CONTRACTOR SUBSEQUENTLY DEFAULTS. — The plaintiff, a subcontractor, served a stop notice on the defendant, the owner, at a time when the instalments due from the defendant to the original contractor were greater than the amount of the plaintiff's claim. The contractor subsequently defaulted, and the defendant completed the building under a provision in the contract. The cost of doing so, with the instalments paid to the contractor before service of the stop notice, if deducted from the contract price, left a balance smaller than the plaintiff's claim. *Held*, that the plaintiff can recover the full amount of his claim. *Stone Post Co.* v. *Corcoran*, 77 Atl. 1031 (N. J., Sup. Ct.).

Mechanics' liens on realty may be divided into two classes: those attaching directly, irrespective of the contract between the owner and builder, and those where the subcontractor is subrogated to the contractor's claim. See *Hunter* v. *Truckee Lodge*, 14 Nev. 24. In case of the contractor's default a lien of the second type attaches only to the extent of the difference between the cost of completion to the owner and the amount of the price unpaid. *Van Clief* v. *Van Vechten*, 130 N. Y. 571; *Campbell* v. *Coon*, 149 N. Y. 556. The New Jersey statute is of the second type. N. J. LAWS OF 1898, c. 226. It contains, however, a provision giving the subcontractor the supplementary remedy of a lien on the amount due or to become due from the owner to the contractor. *Fell* v. *McManus*, 1 Atl. 747 (N. J.). *Cf. Culver* v. *Fleming*, 61 Ill. 498. This lien may exist where that on the realty could not. *Bates* v. *Santa Barbara County*, 90 Cal. 543. The principal case, though putting the subcontractor in a better position than the contractor under whom he claims, is in line with previous New Jersey decisions in making the time of serving the notice the test of the subcontractor's right. See *Reeve* v. *Elmendorf*, 38 N. J. L. 125; *Anderson* v. *Huff*, 49 N. J. Eq. 349. It is not unsupported by authority elsewhere. *Russ Lumber & Mill Co.* v. *Roggenkamp*, 35 Pac. 643 (Cal.). But see *Jorda* v. *Gobet*, 5 La. Ann. 431. And it seems just that the right, once accrued, should not be defeated by the contractor's default.

POLICE POWER — REGULATION OF BUSINESS AND OCCUPATION — COMPULSORY INCORPORATION OF BANKS. — A statute of Nevada made unlawful the transaction of a banking business except by means of a corporation. Banking corporations were subject to regulation. By another statute, at least three persons had to associate to form a banking corporation. *Held*, that the statute